



LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

OCT 28 1992

RUTGERS UNIVERSITY

Agreement Between  
**White Collar Clerical  
& Communications Employees**

Represented by  
**DISTRICT 65  
UNITED AUTO WORKERS  
AFL-CIO**

and  
**CITY OF CAPE MAY, NEW JERSEY**  
January 1, 1992 through December 31, 1994

**PREAMBLE**

This AGREEMENT, entered this 15th day of September 1992, by and between the City of Cape May, in the County of Cape May, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "CITY", and District 65, United Auto Workers, AFL-CIO, hereinafter called "UNION" represents the complete and final understanding on all of the bargainable issues between the CITY and the UNION.

For clarity, there are two parts to this Agreement. The first part applies to all white collar clerical employees as defined in Article 1 below except police communications operators. The second part applies only to police communications operators. Every Article is contained in both parts, but Articles are identified in Part 2 for communications operators with the letter "C." For example, Article 1 in Part 1 below is identified in Part 2 for communications operators as Article C1.

# **PART 1**

## **White Collar Clerical Employees**

### **ARTICLE 1 - RECOGNITION**

A. In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated October 21, 1991 (Docket No. RO-92-20), the CITY recognizes the UNION as the exclusive collective negotiating agent for all employees covered in the aforementioned certification and more specifically the full-time, year-round white collar employees including: all police dispatchers (communications operators), all clerical employees, all public information assistants, all library assistants, and all office machine operators employed by the City of Cape May, but excluding all office clerical, professional, and craft employees, police, seasonal employees, and supervisors within the meaning of the Act.

### **ARTICLE 2 - MANAGEMENT RIGHTS**

A. The CITY hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this AGREEMENT by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the CITY, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof and by conformance with the Constitution and laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the CITY of its powers, rights, authority, duties and responsibilities under R.S.40A: 1-1 et seq. and R.S.11 or any other national, state, county or local laws or ordinances.

### **ARTICLE 3 - GRIEVANCE PROCEDURE**

A. Purpose and Definition. - The purpose of the grievance procedure shall be to settle all grievances between the CITY and the UNION and employees, as quickly as possible, so as to assure efficiency and promote employee morale.

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee, group of employees, or shop steward who shall also be an employee, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the CITY, the term "grievance" as used herein means complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this AGREEMENT.
2. With respect to employee grievances, no grievance may proceed beyond step 1 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of

the terms and conditions of this AGREEMENT. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this AGREEMENT either expressly or by operation of law, shall not be processed beyond step 1 herein.

**B. Steps of the Grievance Procedure.**

**1. Step One:**

- (a) An aggrieved employee shall institute action under the provisions hereof within ten (10) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally as soon as possible after the event or incident. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance.
- (b) The supervisor will consult with the department head or other CITY representative appointed by the city manager and shall render a decision promptly within five (5) working days after receipt of the grievance.

**2. Step Two:**

- (a) In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the City Manager's office. Such action must be taken within ten (10) working weekdays following the determination by the supervisor.
- (b) The City Manager or his representative shall render a decision in writing, within five (5) working days from the receipt of the complaint.

**3. Step Three - Arbitration:**

- (a) Either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) working days after the determination of the City Manager or his representative. An arbitrator shall be selected under the rules of PERC.
- (b) The arbitrator shall be bound and governed by the provisions of this AGREEMENT and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add, to modify, detract from or alter in any way the provisions of this AGREEMENT or any amendment or supplement hereto.
- (c) The costs for the services of the arbitrator shall be borne equally by the CITY and the UNION. Any additional costs shall be paid by the party incurring same.
- (d) The decision of the arbitrator pertaining to, and limited to, the interpretation of this AGREEMENT shall be binding upon both parties.
- (e) The Arbitrator's award shall be in writing specifying reasons for such decision.

**C. Union Representation In Grievance Procedure.**

- 1. At the request of the aggrieved employee, the shop steward or local officer may participate in the grievance procedure at step one.

2. The business manager, the shop steward or local officer may participate in the grievance procedure at step two.
3. The business manager, shop steward, local officer, or international representative of the UNION may participate in the grievance procedure at step three.

#### **ARTICLE 4 - SENIORITY**

A. The most senior employees shall be given preference in the selection of vacations provided there is no interference with the normal operations of the CITY.

B. For purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity, seniority shall be defined as continuous employment with the CITY from date of hire.

C. For purpose of promotions or demotion, seniority shall be defined as length of service from the date of the employees certification by Civil Service as a CITY employee.

D. For purpose of layoff, seniority shall be defined as the employee's length of service from his date of initial certification by Civil Service as a CITY employee.

E. The CITY shall utilize experience, ability, aptitude, qualification, attendance, physical condition, and the result of the Civil Service examination as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall have the deciding factor.

F. The CITY shall mail or hand deliver to the UNION business representative at his office address to be supplied to the CITY by the UNION, copies of all job opportunity bulletins, Civil Service test notifications, and other correspondence, notices, or other materials forwarded to or received from Civil Service concerning job openings or opportunities within 72 hours of receipt of transmittal of same.

G. Seniority shall be considered along with ability, experience, skills, and past performance with respect to work assignments and job opportunities.

#### **ARTICLE 5 - UNION REPRESENTATIVES**

A. Accredited representatives of the UNION may enter the CITY facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the UNION decides to have its representative enter the CITY facilities or premises, it will request such permission from the City Manager or his designated representative and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of the CITY government or normal duties of the employees. There shall be no UNION business transacted nor meetings held on CITY time or property.

B. Two (2) shop stewards, one of whom shall be a white collar-clerical member and the other of whom shall be a communications operator, may be appointed or elected by members of the UNION to represent the UNION in grievances and other business with the CITY. In addition, one local officer may be appointed or elected by the UNION to assist the shop stewards or represent any member of the UNION when their shop steward is unavailable.

C. Shop stewards and/or members of the negotiating committee shall suffer no loss of regular pay provided that the CITY schedules a meeting or conference during working hours. Shop stewards shall suffer no loss of regular pay when required to take time off to perform their duties as stewards. Each steward shall notify his supervisor prior to leaving the job.

D. On any occasion where a steward is required to take more than one hour off to perform said duties in any one day, he shall, within 72 hours thereafter, provide the City Manager's office a written statement of how much time was utilized for said duties.

E. The UNION shall advise the City Manager in writing of the names and titles of all UNION representatives each January and within 7 days following each change.

## **ARTICLE 6 - HOURS & OVERTIME**

A. The normal work schedule for employees covered by this AGREEMENT shall be based on 2,080 hours per year, representing forty (40) hour weeks of five (5) eight-hour days per week for each of fifty-two (52) weeks, less approved leave. The eight (8) hour days shall include a lunch break which shall not be counted as time worked unless the time is actually worked or unless the duration is less than thirty (30) minutes. This normal work schedule may be revised by the CITY, with the agreement of the UNION and the employees involved, on a volunteer basis. The following specific work schedules are acknowledged and approved:

1. The normal schedule of Library employees shall be from 9:00 a.m. to 5:00 p.m. including a one-hour lunch break, Monday through Friday, PLUS two (2) hours on one weekday evening each week PLUS three (3) hours each Saturday except one Saturday per month.
2. The normal work schedule of all Court employees shall be 8:00 a.m. to 4:00 p.m., including a one-hour lunch break each weekday, Monday through Friday, PLUS up to five (5) hours per week of additional work as may be needed to attend to the duties of the Court so that total actual work time in any week shall be at least 35 hours, but not more than 40 hours.
3. The normal work schedule of all other white collar clerical employees not specifically mentioned in paragraphs (1) and (2) above shall ordinarily be from 8:30 a.m. to 4:30 p.m. including a one-hour lunch break each weekday, Monday through Friday, PLUS up to five (5) hours per week of additional work as may be needed to attend to the duties of the office to which the employee is assigned so that total actual work time in any week shall be at least 35 hours, but not more than 40 hours.

B. All work performed in excess of 40 hours in any work week as specified in paragraphs (1), (2), and (3) of 6.A. above shall be considered overtime and shall be paid at the rate of time and one-half (x1.5).

C. Overtime shall be distributed as equitably as possible and all employees shall be expected to work a reasonable amount of overtime when requested by the CITY.

D. Recall To Duty. Employees called into work on their off-days or recalled to duty shall receive a minimum guarantee of four (4) hours compensation in accordance with section B above for all work performed under such circumstances, provided said recall duty is not contiguous with the employee's normal shift; however, the CITY shall have the right to assign other work should the emergency or other reason for the call-in be less than the four (4) hour call in time.

E. The CITY shall provide, semi-annually, a written statement to the UNION listing for each employee the number of hours worked and the amount of overtime pay received during the period since the last statement.

F. No employee shall be required to work more than one double shift during any one forty-eight (48) hour period.

G. An employee shall be entitled to a 15 minute coffee break at a reasonable time in the morning hours and a 15 minute coffee break at a reasonable time in the afternoon.

H. An employee seniority list (made up of full time personnel) shall be used in the distribution of overtime and provided the employee asked to perform the work can perform the work. The supervisor shall start at the top of the list asking each employee if he desires to work the overtime until all available positions are filled. At that point, the next employee on the list will become the first employee asked when overtime is again available. When the entire list has been exhausted, the supervisor will again start at the top. A seniority list shall be updated every January and a copy thereof given to the UNION.

I. The overtime provisions of this clause shall apply only to full-time permanent employees.

J. When CITY employees not covered by this AGREEMENT are relieved of their duties due to emergency circumstances (such as snow or other storms), all employees covered by this AGREEMENT who remain on duty shall be paid in accordance with Article 6.B. above.

K. By mutual agreement between any employee and department head, flexible hours of work may be permitted to accommodate occasional circumstances where it is to the benefit of the employee or CITY or both for work to be performed at times other than the regular schedule of work set forth in Article 6.A. above. Any such short term agreement for flexible hours that results in more or less work hours than those set forth in Article 6.A. above on any given day, work week, or pay period shall be made up during the same or next pay period so that the total number of hours worked shall be the same as set forth in Article 6.A. above. For example, the CITY may request an employee to work additional hours on one day, with the employee agreeing to take the exact number of hours in time off on another day in the same or next pay period. Similarly, an employee may request a department head to permit hours off on one day by agreeing to work the exact number of hours in addition to the regular work schedule on another day in the same or next pay period. Use of such flexible hours shall not result in additional pay or loss of pay to any employee, nor shall any leave balances be increased or reduced.

## **ARTICLE 7 - HOLIDAYS**

A. The following holidays shall be recognized:

- |                          |                                      |
|--------------------------|--------------------------------------|
| 1. New Year's Day        | 8. Columbus Day                      |
| 2. Lincoln's Birthday    | 9. Veteran's Day                     |
| 3. Washington's Birthday | 10. General Election Day             |
| 4. Good Friday           | 11. Thanksgiving Day                 |
| 5. Memorial Day          | 12. Day After Thanksgiving           |
| 6. Independence Day      | 13. Christmas Day                    |
| 7. Labor Day             | 14. Martin Luther King, Jr. Birthday |

B. All employees who are scheduled to work on the recognized holidays noted in this article shall be paid on the basis of time and one-half (x1.5) for actual hours worked on the holiday, plus straight time for the day.

C. A holiday shall be granted to all employees whenever the same is declared by proclamation of the President, the Governor, or the County Board of Chosen Freeholders, provided the City Council accepts the holiday by proper resolution.

D. For employees working a five (5) weekday week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; Holidays which fall on Sunday will be celebrated on the following Monday. For employees working other than a five (5) weekday work week as described above, holidays will be celebrated on the day on which they actually fall.

E. All requests for additional leave, including personal leave and vacation leave, immediately prior to or immediately following any of the fourteen (14) holidays listed in Section A of this Article shall, except in cases of emergency, be made at least five (5) working days in advance.

F. All holidays start as of 12:01 a.m. on the designated day and compensation will be as set forth in 7.B. above. Employees shall be paid double time and one-half (x2.5) for all hours worked in excess of eight (8) hours on holidays recognized in 7.A. above.

## **ARTICLE 8 - V A C A T I O N S**

A. Annual vacation leave with pay shall be earned at the rate of 8 hours (one working day) of vacation for each month of service during the remainder of the calendar year following the date of hire to a maximum of 96 hours (12 working days) of paid vacation during the first year of employment.

1. After the first year of employment only for those employees hired on a full time basis prior to January 1, 1987, vacations shall be earned as follows: after one year of service through five years of service, 96 hours (twelve working days) per year; six years of service through twelve years of service, 120 hours (fifteen working days) per year; thirteen years of service through nineteen years of service, 160 hours (twenty working days) per year, and after twenty years of service, 200 hours (twenty-five working days) per year.
2. For all employees hired after January 1, 1987, annual vacation leave with pay after one year of service shall be 96 hours (12 working days) plus 8 hours (one working day) for every two (2) years of service with a maximum of twenty-five (25) working days.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the City Manager or his designated representative unless the City Manager or his designated representative determines that it cannot be taken because of pressure of work. Vacation requests should be made as far in advance as possible, but they must be submitted to the employee's Department Head no later than forty-eight (48) hours in advance. Any unused vacation time may be carried forward into the next succeeding year only. Each employee shall take at least one (1) annual vacation of at least three (3) consecutive scheduled work days and/or holidays as set forth in Article 7 above. After said three (3) vacation days are taken or requested and approved, department heads are authorized, but not required, to approve advance employee requests for vacations of shorter duration, including vacation leaves in increments of no less than four hours. No more than six (6) four-hour vacation leaves may be granted in any given calendar year.

C. If a vacation request, submitted in writing by the employee on the form supplied by the CITY, is denied in writing by the City Manager or his designated representative because of the pressure of work, the employee shall not lose the vacation days denied and may request that the unused vacation time be carried forward into the next succeeding year or that the unused vacation time so denied be converted into pay at the employee's prevailing rate.

D. Personal Days. All employees covered under this AGREEMENT shall be allowed three (3) days of personal leave with pay annually, not deducted from sick leave. Such leave shall not accumulate from year to year. Full day (8 hour) personal days may be taken at the employee's convenience without advance approval. With advance approval of the employee's department head or City Manager, half personal days (4 hours) may be taken.

## **ARTICLE 9 - HOSPITALIZATION & INSURANCE**

A. The CITY shall continue to provide and maintain group health insurance coverage and dependent coverage for all permanent full time employee's beginning on the first of the month following sixty days of employment.

B. The CITY shall have the right to change insurance carriers so long as the change in carriers has no appreciable effect on the level of benefits

C. The CITY shall provide disability insurance coverage after a fourteen (14) day waiting period (sickness and accident) after which the employee will receive up to 70% of lost earnings up to a three hundred dollar (\$300.00) weekly benefit for thirteen (13) weeks.

D. Upon retirement after 25 years of service to the City, the City will pay the entire cost of health insurance premiums for the coverages available for retirees from the City's health insurance group at the time of retirement to supplement Medicare or any other health insurance to which the retiring employee may be entitled for the lifetime of the retiring employee and the employee's spouse at the time of retirement.

E. During the term of this agreement, the City may offer alternative health plans to the UNION other than those specified in Article 10.A.. The UNION must approve any alternative health plan in writing before it will be available to all UNION members on a uniform basis. Any agreement between the City and an employee regarding a UNION-approved alternative health plan will be authorized in writing. No employee shall be required to accept such alternative health plans.

## **ARTICLE 10 - SICK LEAVE, DISABILITY LEAVE & BEREAVEMENT LEAVE**

### **A. Service Credit for Sick Leave.**

1. All permanent employees, full time temporary or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family as defined in 3 below.
3. In the event of a serious illness, including childbirth, in the immediate family as defined in this paragraph, employees shall be allowed to use accumulated sick time in order to attend to his responsibilities towards his family. Immediate family, for purpose of this article, shall be defined as husband, wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law and brother-in-law. Reasonable verification of the event may be required by the City.
4. Sick leave shall not include any extended period of time where the employee serves as nurse or housekeeper during a period of illness.
5. Disability leave shall be provided in accordance with N.J.S.A. 11:24A-4.
6. Work related injuries. Employees shall receive full salary and benefits during time off from work to recover from on-the-job injuries that qualify for workers' compensation payments. No deduction shall be made from the employee's sick or other leave balances for such time off. To qualify for and partially compensate the CITY for extending this one hundred percent (100%) pay benefit, employees shall endorse all workers' compensation payments (approximately 70% of salary) over to the CITY. Time off taken in connection with injuries or sickness that do not qualify for workers' compensation payments shall be deducted from the employee's sick leave balance.



B. Amount of Sick Leave.

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of eight hours (one working day) per month during the remainder of the first calendar year of employment after initial appointment and 120 hours (fifteen working days) in every calendar year thereafter.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.
3. An employee shall not be reimbursed for accrued sick leave at the time of termination of employment.
4. Sick leave shall be taken in no less than four (4) hour increments. Eight (8) hours shall be deducted from an employee's sick leave balance for each one-day of sick leave utilized.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notices must be made prior to the employee's starting time. In such event, the employee shall notify the Police Department at least one half (1/2) hour prior to the commencement of his usual starting time.

D. Verification of Sick Leave.

1. An employee absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness when, in the opinion of the city manager or his designated representative, the use of sick leave appears to be excessive or must be substantiated.
  - (a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less in which cases only one (1) certificate shall be necessary for a period of six (6) months.
  - (b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
3. In case of death in the immediate family, reasonable proof shall be required.
4. The CITY may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the CITY, by a physician designated by the CITY. Such examination shall establish whether the employee is capable of performing his normal duties and his return will not jeopardize the health of other employees.

E. Bereavement Leave.

All employees covered by this AGREEMENT shall be allowed up to a maximum of 24 hours (three 3 days) leave, without loss of pay and not to be deducted from any leave balance, in the event of death of husband, wife, child, mother, father, brother, sister, step-mother, step-father, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, and shall be allowed one day to attend the funeral of brother-in-law, sister-in-law, aunt, uncle, niece, and nephew and without loss of pay. Any employee may request leave on the occasion of death of close personal friends not listed above for prior approval of the employee's department head AND City Manager, who shall not unreasonably deny appropriate leave.

**F. Buy Back of Sick Leave Upon Retirement.**

All employees covered by this AGREEMENT shall be eligible for the following upon retirement and verification of the personnel record at that time:

1. Twenty-five (25) or more years of service -50%: (i.e. one (1) day for every two accumulated days.)
2. Under twenty-five (25) years of service -25%: (i.e. one (1) day for every four (4) accumulated days upon retirement.)
3. Under no circumstances shall the total exceed \$10,000.

G. Sick leave balances will be provided to employees regularly with their paychecks. It shall be each employee's responsibility to report any discrepancies in the number of hours shown.

H. The CITY may, by mutual consent with any employee covered by the terms of this AGREEMENT, pay the value of any sick, vacation, or personal day or days, which days shall be worked and deducted from the unused balance of said leave. Subject to annual budget appropriations, any such offer by the CITY to pay the value of any sick, vacation, or personal days shall be made equally to all employees.

I. Sick, vacation, and personal leave entitlements for the entire year shall be credited to each employee at the beginning of each calendar year. In the event an employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the CITY shall recover the pro-rated value of said leave and any employee who utilizes more leave than is earned shall be required to reimburse the CITY for the value of the used, but unearned, leave.

## **ARTICLE 11 - SALARIES & COMPENSATION**

A. Anniversary date for the purpose of salary shall be January 1st for hirees through July 1st and those hired after July 1st, anniversary date shall be January 1st of the following year.

B. Out-of-Title Pay. Any employee who works out-of-title in a higher paying title shall be compensated at the employee's step for such position on the Range and Step Guide, attached hereto as Schedule A, provided such assignment is for a continuous period of more than ten (10) working days. The pay at the higher range shall commence on the eleventh (11th) day. Any employee so assigned for ten (10) days shall thereafter not be removed from said higher paying position for the sole purpose of avoiding the extra compensation.

**C. Contractual Raises:**

1. Effective retroactive to January 1, 1992, base salaries shall be increased by two and seven-tenths percent (2.7%) over each employee's 1991 base salary OR by the amount that results from advancing to the next step on the attached Range and Step Guide, whichever is greater.

2. Effective January 1, 1993, base salaries shall be increased by three percent (3%) over each employee's 1992 base salary OR by the amount that results from advancing to the next step on the attached Range and Step Guide due to the annual increase in each employee's actual years of service, whichever is greater.

3. Effective January 1, 1994, base salaries shall be increased by three and one-half percent (3.5%) over each employee's 1993 base salary OR by the amount that results from advancing to the next step on the attached Range and Step Guide due to the annual increase in each employee's actual years of service, whichever is greater.

D. Minimum starting (hiring) salaries shall be as determined by the Salary Ordinance of the City of Cape May, as revised annually by City Council.

E. Any promotion shall entitle the promoted employee to receive the base salary of the title to which the promotion is made at the employee's step. In no event will a promotion result in a decrease in pay or a lower step.

**ARTICLE 12 - LONGEVITY**

In addition to salary, employees shall receive longevity pay to be computed at 2% of the employee's base salary for every five (5) years of completed service, to the maximum of 10%. Anniversary date for this purpose shall be January 1st for hirees through July 1st and for those hired after July 1st, anniversary date shall be January 1st of the following year.

**ARTICLE 13 - SHIFT DIFFERENTIAL**

When an employee is required to work a schedule or a special shift other than the normal working week as set forth in Article 6, a shift differential equal to five percent (5%) over the employee's base salary shall be paid by the CITY. This provision specifically does not apply to hours worked pursuant to a voluntary or seasonal schedule.

**ARTICLE 14 - TEMPORARY OR SEASONAL EMPLOYEES**

Temporary or seasonal employees who are compensated at an hourly wage rate shall be paid no more than the pro-rated rate of permanent full-time employees in the same job title.

**ARTICLE 15 - BULLETIN BOARD**

A. One bulletin board shall be made available by the CITY at City Hall and a second bulletin board shall be provided at the Library for the purpose of posting UNION announcements and other information of a non-controversial nature. The City Manager or his designated representative may have removed from the bulletin board any material which does not conform with the intent and provision of this Article.

B. The CITY agrees to post notices of all job openings on officially designated bulletin boards at least ten (10) working days prior to the date for filing of said openings.

## **ARTICLE 16 - WORK RULES**

The CITY will adopt or post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this AGREEMENT and further provided that the UNION shall have the right to grieve within ten days after the same are posted or disseminated and/or a copy sent to the UNION. Work rules are to be dated and signed by the issuing authority. The CITY agrees to supply a complete set of work rules to the UNION during 1993.

## **ARTICLE 17 - NO STRIKE PLEDGE**

A. The UNION covenants and agrees that during the term of this AGREEMENT, neither the UNION nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other job action against the CITY. The UNION agrees that such action would constitute a material breach of this AGREEMENT.

B. In the event of a strike, slowdown, walkout, or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this AGREEMENT shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in Section 3.

C. The UNION will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the CITY.

D. Nothing contained in this AGREEMENT shall be construed to limit or restrict the CITY in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the UNION or its members.

## **ARTICLE 18 - NON DISCRIMINATION**

A. There shall be no discrimination by the CITY or the UNION against an employee on account of race, color, creed, sex, national origin, or handicap.

B. There shall be no discrimination, interference, restraint, or coercion by the CITY or any of its representatives against any of the employees covered under this AGREEMENT because of their membership or non-membership in the UNION or because of any lawful activities by such employee on behalf of the UNION. The UNION, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this AGREEMENT who are not members of the UNION and shall not solicit membership in the UNION or the payment of dues during working time.

## **ARTICLE 19 - WORKING CONDITIONS**

A. CITY shall provide a drinking water fountain for employees on each floor of City Hall and, to the extent permitted by law, the CITY shall provide a smoking area for employees on each floor.

B. CITY shall provide proper chairs for all personnel. Employees may make requests for improved seating at any time and CITY shall make a good faith effort to comply with all reasonable requests, subject to annual budgetary appropriations.

C. It shall be the responsibility of each employee to report any defective or inoperative facilities or equipment to the supervisor and City Manager.

D. The CITY agrees to meet at least quarterly with representatives of the UNION to discuss matters of mutual concern. Meetings will be scheduled by the City Manager.

## **PART 2**

### **Police Communications Operators**

#### **ARTICLE C1 - RECOGNITION**

A. In accordance with the "Certification of Representative" of the Public Employment Relations Commission dated October 21, 1991 (Docket No. RO-92-20 ), the CITY recognizes the UNION as the exclusive collective negotiating agent for all employees covered in the aforementioned certification and more specifically the full-time, year-round white collar employees including: all police dispatchers (communications operators), all clerical employees, all public information assistants, all library assistants, and all office machine operators employed by the City of Cape May, but excluding all office clerical, professional, and craft employees, police, seasonal employees, and supervisors within the meaning of the Act.

#### **ARTICLE C2 - MANAGEMENT RIGHTS**

A. The CITY hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this AGREEMENT by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees.
2. To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment, and to promote and transfer employees.
3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the CITY, the adoption of policies, rules, regulations and practices in furtherance thereof, and use of judgement and discretion in connection therewith shall be limited only by the specific and express terms hereof and by conformance with the Constitution and laws of New Jersey and the United States.

C. Nothing contained herein shall be construed to deny or restrict the CITY of its powers, rights, authority, duties and responsibilities under R.S.40A: 1-1 et seq. and R.S.11 or any other national, state, county or local laws or ordinances.

#### **ARTICLE C3 - GRIEVANCE PROCEDURE**

A. Purpose and Definition. - The purpose of the grievance procedure shall be to settle all grievances between the CITY and the UNION and employees, as quickly as possible, so as to assure efficiency and promote employee morale.

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee, group of employees, or shop steward who shall also be an employee, from the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. With regard to the CITY, the term "grievance" as used herein means complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this AGREEMENT.
2. With respect to employee grievances, no grievance may proceed beyond step 1 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of

the terms and conditions of this AGREEMENT. Disputes concerning terms and conditions of employment controlled by statute or administrative regulation, incorporated by reference in this AGREEMENT either expressly or by operation of law, shall not be processed beyond step 1 herein.

**B. Steps of the Grievance Procedure.**

**1. Step One:**

- (a) An aggrieved employee shall institute action under the provisions hereof within ten (10) working days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee and his immediate supervisor for the purpose of resolving the matter informally as soon as possible after the event or incident. Failure to act within said ten (10) working days shall be deemed to constitute an abandonment of the grievance. For non-contractual matters, the immediate supervisor for communications operators is the shift sergeant. For contractual issues, the immediate supervisor for communications operators shall be the Chief of Police or his designated representative.
- (b) The supervisor will consult with the department head or other CITY representative appointed by the city manager and shall render a decision promptly within five (5) working days after receipt of the grievance.

**2. Step Two:**

- (a) In the event a satisfactory settlement has not been reached, the employee shall, in writing and signed, file his complaint with the City Manager's office. Such action must be taken within ten (10) working weekdays following the determination by the supervisor.
- (b) The City Manager or his representative shall render a decision in writing, within five (5) working days from the receipt of the complaint.

**3. Step Three - Arbitration:**

- (a) Either party may refer the matter to the Public Employment Relations Commission (PERC) within ten (10) working days after the determination of the City Manager or his representative. An arbitrator shall be selected under the rules of PERC.
- (b) The arbitrator shall be bound and governed by the provisions of this AGREEMENT and restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add, to modify, detract from or alter in any way the provisions of this AGREEMENT or any amendment or supplement hereto.
- (c) The costs for the services of the arbitrator shall be borne equally by the CITY and the UNION. Any additional costs shall be paid by the party incurring same.
- (d) The decision of the arbitrator pertaining to, and limited to, the interpretation of this AGREEMENT shall be binding upon both parties.
- (e) The Arbitrator's award shall be in writing specifying reasons for such decision.

**C. Union Representation In Grievance Procedure.**

1. At the request of the aggrieved employee, the shop steward or local officer may participate in the grievance procedure at step one.
2. The business manager, the shop steward, local officer of the UNION may participate in the grievance procedure at step two.
3. The business manager, the shop steward, local officer or international representative of the UNION may participate in the grievance procedure at step three.

## **ARTICLE C4 - SENIORITY**

A. The most senior employees shall be given preference in the selection of vacations provided there is no interference with the normal operations of the CITY.

B. For purpose of accruing benefits payable hereunder, including but not limited to vacations, sick leave, and longevity, seniority shall be defined as continuous employment with the CITY from date of hire.

C. For purpose of promotions or demotion, seniority shall be defined as length of service from the date of the employees certification by Civil Service as a CITY employee.

D. For purpose of layoff, seniority shall be defined as the employee's length of service from his date of initial certification by Civil Service as a CITY employee.

E. The CITY shall utilize experience, ability, aptitude, qualification, attendance, physical condition, and the result of the Civil Service examination as the criteria for promotion of employees to job classifications having a higher rate of pay. When all of the aforementioned items are substantially equal, seniority shall have the deciding factor.

F. The CITY shall mail or hand deliver to the UNION business representative at his office address to be supplied to the CITY by the UNION, copies of all job opportunity bulletins, Civil Service test notifications, and other correspondence, notices, or other materials forwarded to or received from Civil Service concerning job openings or opportunities within 72 hours of receipt of transmittal of same.

G. Seniority shall be considered along with ability, experience, skills, and past performance with respect to work assignments and job opportunities.

## **ARTICLE C5 - UNION REPRESENTATIVES**

A. Accredited representatives of the UNION may enter the CITY facilities or premises at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the UNION decides to have its representative enter the CITY facilities or premises, it will request such permission from the City Manager or his designated representative and such permission will not be unreasonably withheld, provided there should be no interference with the normal operations of the business of the CITY government or normal duties of the employees. There shall be no UNION business transacted nor meetings held on CITY time or property.

B. Two (2) shop stewards, one of whom shall be a white collar-clerical member and the other of whom shall be a communications operator, may be appointed or elected by members of the UNION to represent the UNION in grievances and other business with the CITY. In addition, one local officer may be appointed or elected by the UNION to assist the shop stewards or represent any member of the UNION when their shop steward is unavailable.

C. Shop stewards and/or members of the negotiating committee shall suffer no loss of regular pay provided that the CITY schedules a meeting or conference during working hours. Shop stewards

shall suffer no loss of regular pay when required to take time off to perform their duties as stewards. Each steward shall notify his supervisor prior to leaving the job.

D. On any occasion where a steward is required to take more than one hour off to perform said duties in any one day, he shall, within 72 hours thereafter, provide the City Manager's office a written statement of how much time was utilized for said duties.

E. The UNION shall advise the City Manager in writing of the names and titles of all UNION representatives each January and within 7 days following each change.

## **ARTICLE C6 - HOURS & OVERTIME**

A. Work Schedule: The work schedule for the duration of this contract shall be as follows:

1. The present normal work schedule of communications operators (police dispatchers) shall consist of three (3) rotating forty (40) hour shifts of five (5) eight (8) hour work periods, including a one-half hour meal break and one fifteen (15) minute 'on-call' coffee break. So long as this work schedule remains in effect, the work periods of each shift shall commence at 8:00 a.m. (8-4), 4:00 p.m. (4-12), and midnight (12-8).
2. There shall be no minimum number of hours off between work periods or shifts. However, there shall be no systematic or regular pattern of changes in scheduled work periods or shifts which will result in an unreasonable number of hours off between scheduled work periods or shifts.
3. The days off at the end of the five (5) work periods shall be consecutive. It is understood that so long as the current work schedule remains in effect, communications operators are scheduled to have forty-eight (48) hours off duty between the 4-12 and 12-8 shifts, seventy-two (72) hours off duty between the 12-8 and 8-4 shifts, and forty-eight (48) hours off duty between the 8-4 and 4-12 shifts.

B. Overtime. The hourly rate, on which the overtime (x1.5) rate is to be calculated, shall be the employee's gross pay (base+longevity) divided by two thousand eighty (2,080) hours. Employees covered by this agreement will be paid at the time and one-half (1.5) rate for the number of hours actually worked in excess of forty (40) hours on any shift.

C. Holdovers: In computing overtime payment, in accordance with B above, no compensation shall be paid for up to thirty (30) minutes and one (1) hour compensation shall be paid for over thirty-one (31) minutes.

D. Recall To Duty: If an employee is recalled to duty, he shall receive a minimum guarantee of four (4) hours compensation at the premium rate set forth in Section B. provided said recall duty is not contiguous with the employee's normal shift. Should the employee be called out twice within the same four (4) hour period, he shall receive only one four (4) hour minimum guarantee compensation. The CITY shall have the right to assign other work should the emergency or other reason for the call-in be less than the four (4) hour call in time.

E. Pay Schedule: Overtime compensation shall be paid as submitted each pay period.

F. Court Time: In the event an employee appears in Court on official municipal business other than during his regularly scheduled work period, he shall receive minimum compensation as follows:

1. For any number of municipal court appearances in one (1) day, a guaranteed two (2) hours compensation, and hour for hour beyond two (2) hours.



2. For any number of county court appearances in one (1) day, a guaranteed three (3) hours compensation, and hour for hour beyond three (3) hours.

G. **Scheduled Short Time Off Between Shifts:** The present working schedule of the police department calls for more than the two thousand eighty (2,080) hours per year which other city employees are customarily scheduled to work. This schedule also results in regularly scheduled occasions when a communications operator has less than two (2) calendar days off between shifts. To compensate for this, communications operators covered by this Agreement will be compensated at the time and one-half (1.5) premium rate for actually working the first eight (8) hour work period of the 4:00 p.m. to 12:00 midnight shift in those cases where the change of shifts from the 8-4 shift to the 4-12 shift results in less than two (2) calendar days off duty, and shall not lose such time and one-half (1.5) compensation as a result of reassignment from one shift to another shift.

H. **Exchange of Shifts:** It is agreed that employees who participate in exchanges of shifts shall not become entitled to overtime as a result of the exchange of shift. It is further agreed that employees will not call in sick for the sole purpose of providing another employee with overtime.

I. **Overtime By Seniority:** All overtime for functions requiring communications operators will be offered on a seniority basis to full time, permanent communications operators before overtime is offered to temporary or part time employees. When additional manpower for functions requiring communications operators is needed on the next shift, communications operators on duty on the current shift shall be given first opportunity to work overtime. This requirement is not intended to supersede management rights and does not apply to seasonal or special events and functions customarily performed by temporary or part time personnel.

J. **Exchange of Days Off.**

1. The Chief may grant the request of any communications operator to exchange hours or days off with any other communications operator.
2. Requests for exchange of days off shall be reasonably granted on a uniform basis with standard rules and regulations promulgated by the Chief applying to all communications operators who make this request. Non-availability of personnel may be reason used for denial of such exchange.
3. No exchange of days shall result in overtime expenses for the CITY.

K. **Time Off.** Communications operators shall be granted time off without deduction from pay or time owed for the following reasons:

1. Death in the immediate family, from the day of death up to and including the day of the funeral, not to exceed three (3) working days.
  2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family as defined in 3 below.
  3. In the event of a serious illness, including childbirth, in the immediate family as defined in Paragraph (a) below, employees shall be allowed to use accumulated sick time in order to attend to his responsibilities towards his family.
- (a) Immediate family, for purpose of this article, shall be defined as husband, wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grand-children, sister-in-law and brother-in-

law. Any employee may request leave on the occasion of death of close personal friends not listed above for prior approval by the chief or his designated representative, who shall not unreasonably deny appropriate leave.

3. Reasonable verification of the event may be required by the City.
4. Such bereavement leave is not in addition to any holiday, day off, vacation leave, or compensatory time off falling within the time of the bereavement.

## **ARTICLE C7 - HOLIDAYS**

A. The following holidays shall be recognized:

- |                          |                                      |
|--------------------------|--------------------------------------|
| 1. New Year's Day        | 8. Columbus Day                      |
| 2. Lincoln's Birthday    | 9. Veteran's Day                     |
| 3. Washington's Birthday | 10. General Election Day             |
| 4. Good Friday           | 11. Thanksgiving Day                 |
| 5. Memorial Day          | 12. Day After Thanksgiving           |
| 6. Independence Day      | 13. Christmas Day                    |
| 7. Labor Day             | 14. Martin Luther King, Jr. Birthday |

B. All employees who are scheduled to work on the recognized holidays noted in this article shall be paid on the basis of time and one-half (x1.5) for actual hours worked on the holiday, plus straight time for the day.

C. A holiday shall be granted to all employees whenever the same is declared by proclamation of the President, the Governor, or the County Board of Chosen Freeholders, provided the City Council accepts the holiday by proper resolution.

D. For employees working a five (5) weekday week (Monday through Friday), holidays which fall on Saturday will be celebrated on the preceding Friday; Holidays which fall on Sunday will be celebrated on the following Monday. For employees working other than a five (5) weekday work week as described above, holidays will be celebrated on the day on which they actually fall.

E. All requests for additional leave, including personal leave and vacation leave, immediately prior to or immediately following any of the thirteen (13) holidays listed in Section A of this Article shall, except in cases of emergency, be made at least five (5) working days in advance.

F. All holidays start as of 12:01 a.m. on the designated day and compensation will be as set forth in 7.B. above. Employees shall be paid double time and one-half (x2.5) for all hours worked in excess of eight (8) hours on holidays recognized in 7.A. above.

## **ARTICLE C8 - VACATIONS**

A. Annual vacation leave with pay shall be earned at the rate of 8 hours (one working day) of vacation for each month of service during the remainder of the calendar year following the date of hire to a maximum of 96 hours (12 working days) of paid vacation during the first year of employment.

1. After the first year of employment only for those employees hired on a full time basis prior to January 1, 1987, vacations shall be earned as follows: after one year of service through five years of service, 96 hours (twelve working days) per year; six years of service through twelve years of service, 120 hours (fifteen working days) per year; thirteen years of service through nineteen years of service, 160 hours (twenty working days) per year, and after twenty years of service, 200 hours (twenty-five working days) per year.

2. For all employees hired after January 1, 1987, annual vacation leave with pay after one year of service shall be 96 hours (12 working days) plus 8 hours (one working day) for every two (2) years of service with a maximum of twenty-five (25) working days.

B. Vacation allowance must be taken during the current calendar year at such time as permitted or directed by the City Manager or his designated representative unless the City Manager or his designated representative determines that it cannot be taken because of pressure of work. Vacation requests should be made as far in advance as possible, but they must be submitted to the employee's Department Head no later than forty-eight (48) hours in advance. Any unused vacation time may be carried forward into the next succeeding year only. Each employee shall take at least one (1) annual vacation of at least three (3) consecutive scheduled work days and/or holidays as set forth in Article 7 above. After said three (3) vacation days are taken or requested and approved, department heads are authorized, but not required, to approve advance employee requests for vacations of shorter duration, including vacation leaves in increments of no less than four hours. No more than six (6) four-hour vacation leaves may be granted in any given calendar year.

Communications operators shall take at least one (1) annual vacation of at least three (3) consecutive scheduled work days. After said three (3) vacation days are taken or requested and approved, the department head is authorized, but not required, to approve advance employee requests for vacations of shorter duration, including vacation leaves in increments of no less than eight hours.

C. If a vacation request, submitted in writing by the employee on the form supplied by the CITY, is denied in writing by the City Manager or his designated representative because of the pressure of work, the employee shall not lose the vacation days denied and may request that the unused vacation time be carried forward into the next succeeding year or that the unused vacation time so denied be converted into pay at the employee's prevailing rate.

D. Personal Days. All employees covered under this AGREEMENT shall be allowed three (3) days of personal leave with pay annually, not deducted from sick leave. Such leave shall not accumulate from year to year. Full day (8-hour) personal days may be taken at the employee's convenience without advance approval. With advance approval of the employee's department head or City Manager, half personal days (4-hours) may be taken.

## **ARTICLE C9 - HOSPITALIZATION & INSURANCE**

A. The CITY shall continue to provide and maintain group health insurance coverage and dependent coverage for all permanent full time employee's beginning on the first of the month following sixty days of employment.

B. The CITY shall have the right to change insurance carriers so long as the change in carriers has no appreciable effect on the level of benefits.

C. The CITY shall provide disability insurance coverage after a fourteen (14) day waiting period (sickness and accident) after which the employee will receive up to 70% of lost earnings up to a three hundred dollar (\$300.00) weekly benefit for thirteen (13) weeks.

D. Upon retirement after 25 years of service to the City, the City will pay the entire cost of health insurance premiums for the coverages available for retirees from the City's health insurance group at the time of retirement to supplement Medicare or any other health insurance to which the retiring employee may be entitled for the lifetime of the retiring employee and the employee's spouse at the time of retirement.

E. The CITY will maintain personal liability insurance at coverage levels equal to or greater than those in effect at the time of this contract.

F. During the term of this agreement, the City may offer alternative health plans to the UNION other than those specified in Article 10.A.. The UNION must approve any alternative health plan in writing before it will be available to all UNION members on a uniform basis. Any agreement between the City and an employee regarding a UNION-approved alternative health plan will be authorized in writing. No employee shall be required to accept such alternative health plans.

## **ARTICLE C10 - SICK LEAVE, DISABILITY LEAVE & BEREAVEMENT LEAVE**

### **A. Service Credit for Sick Leave.**

1. All permanent employees, full time temporary or full time provisional employees shall be entitled to sick leave with pay based on their aggregate years of service.
2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease. Sick leave may also be used for short periods because of death in the employee's immediate family as defined in 3 below.
3. In the event of a serious illness, including childbirth, in the immediate family as defined in this paragraph, employees shall be allowed to use accumulated sick time in order to attend to his responsibilities towards his family. Immediate family, for purpose of this article, shall be defined as husband, wife, child, stepchild, mother, father, brother, sister, stepmother, stepfather, guardian, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, sister-in-law and brother-in-law. Reasonable verification of the event may be required by the City.
4. Sick leave shall not include any extended period of time where the employee serves as nurse or housekeeper during a period of illness.
5. Disability leave shall be provided in accordance with N.J.S.A. 11:24A-4.
6. Work related injuries. Employees shall receive full salary and benefits during time off from work to recover from on-the-job injuries that qualify for workers' compensation payments. No deduction shall be made from the employee's sick or other leave balances for such time off. To qualify for and partially compensate the CITY for extending this one hundred percent (100%) pay benefit, employees shall endorse all workers' compensation payments (approximately 70% of salary) over to the CITY. Time off taken in connection with injuries or sickness that do not qualify for workers' compensation payments shall be deducted from the employee's sick leave balance.

### **B. Amount of Sick Leave.**

1. The minimum sick leave with pay shall accrue to any full time employee on the basis of eight hours (one working day) per month during the remainder of the first calendar year of employment after initial appointment and 120 hours (fifteen working days) in every calendar year thereafter.
2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

3. An employee shall not be reimbursed for accrued sick leave at the time of termination of employment.
4. Sick leave shall be taken in no less than four (4) hour increments. Eight (8) hours shall be deducted from an employee's sick leave balance for each one-day of sick leave utilized.

C. Reporting of Absence on Sick Leave.

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified promptly as of the employee's usual reporting time, except in those work situations where notices must be made prior to the employee's starting time. In such event, the employee shall notify the Police Department at least one half (1/2) hour prior to the commencement of his usual starting time.

D. Verification of Sick Leave.

1. An employee absent on sick leave for five (5) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness when, in the opinion of the city manager or his designated representative, the use of sick leave appears to be excessive or must be substantiated.
  - (a) An employee who has been absent on sick leave for periods totaling ten (10) days in one calendar year consisting of periods of less than five (5) days, shall submit acceptable medical evidence for any additional sick leave in that year unless such illness is of a chronic or recurring nature requiring absences of one (1) day or less in which cases only one (1) certificate shall be necessary for a period of six (6) months.
  - (b) The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.
2. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health shall be required.
3. In case of death in the immediate family, reasonable proof shall be required.
4. The CITY may require an employee who has been absent because of personal illness, as a condition of his return to duty, to be examined, at the expense of the CITY, by a physician designated by the CITY. Such examination shall establish whether the employee is capable of performing his normal duties and his return will not jeopardize the health of other employees.

E. Bereavement Leave.

All employees covered by this AGREEMENT shall be allowed up to a maximum of 24 hours (three 3 days) leave, without loss of pay and not to be deducted from any leave balance, in the event of death of husband, wife, child, mother, father, brother, sister, step-mother, step-father, mother-in-law, father-in-law, grandmother, grandfather, grandchildren, and shall be allowed one day to attend the funeral of brother-in-law, sister-in-law, aunt, uncle, niece, and nephew and without loss of pay. Any employee may request leave on the occasion of death of close personal friends not listed above for prior approval of the employee's department head AND City Manager, who shall not unreasonably deny appropriate leave.

F. Buy Back of Sick Leave Upon Retirement.

All employees covered by this AGREEMENT shall be eligible for the following upon retirement and verification of the personnel record at that time:

1. Twenty-five (25) or more years of service -50%: (i.e. one (1) day for every two accumulated days.)
2. Under twenty-five (25) years of service -25%: (i.e. one (1) day for every four (4) accumulated days upon retirement.)
3. Under no circumstances shall the total exceed \$10,000.

G. Sick leave balances will be provided to employees regularly with their paychecks. It shall be each employee's responsibility to report any discrepancies in the number of hours shown.

H. The CITY may, by mutual consent with any employee covered by the terms of this AGREEMENT, pay the value of any sick, vacation, or personal day or days, which days shall be worked and deducted from the unused balance of said leave. Subject to annual budget appropriations, any such offer by the CITY to pay the value of any sick, vacation, or personal days shall be made equally to all employees.

I. Sick, vacation, and personal leave entitlements for the entire year shall be credited to each employee at the beginning of each calendar year. In the event an employee terminates employment, takes a leave of absence, or has any other change in status where such leave is not earned for a portion of the year, the CITY shall recover the pro-rated value of said leave and any employee who utilizes more leave than is earned shall be required to reimburse the CITY for the value of the used, but unearned, leave.

J. Leave of Absence. A leave of absence without pay may be granted for good cause to any employee for a period of up to six (6) months. This is to be at the discretion of the city manager after recommendation from the chief of police. Said leave may be extended for up to an additional six (6) month period of time in accordance with Department of Personnel rules.

## **ARTICLE C11 - SALARIES & COMPENSATION**

A. Anniversary date for the purpose of salary shall be January 1st for hirees through July 1st and those hired after July 1st, anniversary date shall be January 1st of the following year.

B. Out-of-Title Pay. Any employee who works out-of-title in a higher paying title shall be compensated at the employee's step for such position on the Range and Step Guide, attached hereto as Schedule A, provided such assignment is for a continuous period of more than ten (10) working days. The pay at the higher range shall commence on the eleventh (11th) day. Any employee so assigned for ten (10) days shall thereafter not be removed from said higher paying position for the sole purpose of avoiding the extra compensation.

### **C. Contractual Raises:**

1. Effective retroactive to January 1, 1992, base salaries shall be increased by two and seven-tenths percent (2.7%) over each employee's 1991 base salary OR by the amount that results from advancing to the next step on the attached Range and Step Guide, whichever is greater.

2. Effective January 1, 1993, base salaries shall be increased by three percent (3%) over each employee's 1992 base salary OR by the amount that results from advancing to the next step on the attached Range and Step Guide due to the annual increase in each employee's actual years of service, whichever is greater.

3. Effective January 1, 1994 , base salaries shall be increased by three and one-half percent (3.5%) over each employee's 1993 base salary OR by the amount that results from advancing to the next step on the attached Range and Step Guide due to the annual increase in each employee's actual years of service, whichever is greater.

D. Minimum starting (hiring) salaries shall be as determined by the Salary Ordinance of the City of Cape May, as revised annually by City Council.

E. Any promotion shall entitle the promoted employee to receive the base salary of the title to which the promotion is made at the employee's step. In no event will a promotion result in a decrease in pay or a lower step.

F. In recognition of the additional responsibility and effort involved in qualifying for and maintaining the Emergency 9-1-1 Certification as required by the State of New Jersey, the base salaries of all certified communications operators shall be increased by \$1,000, effective January 1, 1992 and prior to the calculation of contractual raises set forth in Article C11.C. above. Failure to maintain required 9-1-1 certification is recognized by the parties to be sufficient grounds and good cause for termination of employment.

## **ARTICLE C12 - LONGEVITY**

In addition to salary, employees shall receive longevity pay to be computed at 2% of the employee's base salary for every five (5) years of completed service, to the maximum of 10%. Anniversary date for this purpose shall be January 1st for hirees through July 1st and for those hired after July 1st, anniversary date shall be January 1st of the following year.

## **ARTICLE C13 - SHIFT DIFFERENTIAL**

When an employee is required to work a schedule or a special shift other than the normal working week as set forth in Article 6, a shift differential equal to five percent (5%) over the employee's base salary shall be paid by the CITY. This provision specifically does not apply to hours worked pursuant to a voluntary or seasonal schedule.

## **ARTICLE C14 - TEMPORARY OR SEASONAL EMPLOYEES**

Temporary or seasonal employees who are compensated at an hourly wage rate shall be paid no more than the pro-rated rate of permanent full-time employees in the same job title.

## **ARTICLE C15 - BULLETIN BOARD**

A. One bulletin board shall be made available by the CITY at City Hall, a second bulletin board shall be provided at the Library, and a third bulletin board shall be provided for the communications operators for the purpose of posting UNION announcements and other information of a non-controversial nature. The City Manager or his designated representative may have removed from the bulletin board any material which does not conform with the intent and provision of this Article.

B. The CITY agrees to post notices of all job openings on officially designated bulletin boards at least ten (10) working days prior to the date for filing of said openings.

## **ARTICLE C16 - WORK RULES**

The CITY will adopt or post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this AGREEMENT and further provided that the UNION shall have the right to grieve within ten days after the same are posted or disseminated and/or a copy sent to the UNION. Work rules are to be dated and signed by the issuing authority. The CITY agrees to supply a complete set of work rules to the UNION during 1993.

## **ARTICLE C17 - NO STRIKE PLEDGE**

A. The UNION covenants and agrees that during the term of this AGREEMENT, neither the UNION nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, walkout or other job action against the CITY. The UNION agrees that such action would constitute a material breach of this AGREEMENT.

B. In the event of a strike, slowdown, walkout, or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this AGREEMENT shall be deemed grounds for termination of employment of such employee or employees, subject, however, to the application of the grievance procedure contained in Section 3.

C. The UNION will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the CITY.

D. Nothing contained in this AGREEMENT shall be construed to limit or restrict the CITY in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the UNION or its members.

## **ARTICLE C18 - NON DISCRIMINATION**

A. There shall be no discrimination by the CITY or the UNION against an employee on account of race, color, creed, sex, national origin, or handicap.

B. There shall be no discrimination, interference, restraint, or coercion by the CITY or any of its representatives against any of the employees covered under this AGREEMENT because of their membership or non-membership in the UNION or because of any lawful activities by such employee on behalf of the UNION. The UNION, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this AGREEMENT who are not members of the UNION and shall not solicit membership in the UNION or the payment of dues during working time.

## **ARTICLE C19 - WORKING CONDITIONS**

A. CITY shall provide a drinking water fountain for employees on each floor of City Hall and, to the extent permitted by law, the CITY shall provide a smoking area for employees on each floor.

B. CITY shall provide proper chairs for all personnel. Employees may make requests for improved seating at any time and CITY shall make a good faith effort to comply with all reasonable requests, subject to annual budgetary appropriations.

C. It shall be the responsibility of each employee to report any defective or inoperative facilities or equipment to the supervisor and City Manager.

D. CITY shall provide proper locker and toilet facilities for communications operators. A drinking water fountain shall be maintained in a location convenient to both operators and plumbing facilities. The dispatching area shall be maintained in a secure and comfortable manner with adequate ventilation. Smoking shall be permitted in the dispatching area to the extent that such activity may be legal under New Jersey law.

E. Uniforms:



1. The CITY shall supply all required uniforms and equipment to starting communications officers.
  2. The CITY shall supply all employees with badges, emblems and patches.
  3. In addition to other benefits contained in this Article, each employee shall be paid five ~~three~~ hundred and fifty dollars (\$550) in 1992 , and five hundred and seventy five dollars (\$575.00) in both 1993 and 1994 for the purchase and maintenance, including cleaning, of uniforms and equipment specified by the chief of police and the city manager. If at any time it is determined by the Chief or his designated representative that an employee is not maintaining uniforms and equipment in proper condition, then said employee shall be required to purchase the items at the employee's cost. The entire annual clothing allowance will be paid within thirty (30) days of the adoption of the annual CITY budget.
  4. Any uniforms or city supplied equipment lost or damaged through the negligence of a communications operator will be replaced or repaired by the employee at his or her own expense.
  5. In the event the CITY directs that an entirely new uniform be utilized, the CITY shall pay the initial cost of said uniform.
  6. Any uniform or city supplied equipment lost or damaged in the line of duty will replace by the CITY.
  7. Items of personal property or equipment (watch, eye glasses, sun glasses, etc.) lost or damaged in the line of duty (and which have been approved by the chief of police in writing prior to the loss as necessary and appropriate items to be in the employee's possession while on duty) shall be replaced by the CITY.
- F. The CITY agrees to meet at least quarterly with representatives of the UNION to discuss matters of mutual concern. Meetings will be scheduled by the City Manager.
- G. Commendation and Honorable Mention.
1. For commendation and honorable mention, time off awards not to exceed two (2) days for commendation and one (1) day for honorable mention shall be granted, subject to review and award of time off by City Council.
  2. The parties agree to establish a review board which shall be comprised of the City Manager, the Chief of Police and one (1) police officer from the department, elected by the members of the department. It shall be the duty of this board to review recommendations for awards and make recommendations for awards to the City Council.

## **ARTICLE 20 & C20 - DEDUCTIONS FROM SALARY**

A. The CITY agrees to deduct from the salaries of its employees subject to this AGREEMENT dues for the UNION. In addition, the CITY agrees to deduct from the salaries of its employees subject to this AGREEMENT but not members of the UNION a representation fee in lieu of dues for services rendered by the majority representative, in an amount equal to 85% of the regular membership dues, fees and assessments paid by members of the UNION, less the cost of benefits financed through the dues and assessments and available to an benefitting only members of the UNION. Such deductions shall be made in compliance with Chapter 310, Public Laws 1967, N.J.S.A. (R.S.) 52:14-15,9 (E), as amended. Said monies together with records of any corrections shall be transmitted to the UNION office by the fifteenth (15th) of each month following the monthly pay period in which deductions were made.

B. If, during the life of this AGREEMENT, there shall be any change in the rate of membership dues, the UNION shall furnish to the CITY written notice prior to the effective date of such change and such notification shall be signed by the President and Secretary of the Local UNION.

C. The UNION shall indemnify, defend and save the CITY harmless against any and all claims, demands, suits or other forms of liability which may arise by reason of any deductions and remitting the same to the association pursuant to this article.

## **ARTICLE 21 & C21 - SEPARABILITY & SAVINGS**

If any provision of this AGREEMENT or any application of this AGREEMENT to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

## **ARTICLE 22 & C22 - PROBATIONARY PERIOD**

Every person hired or appointed shall be deemed to be a temporary employee and on probation in the position to which he is hired or appointed for a period of three (3) months. Prior to his completion of the probationary period, the employee shall be evaluated by the City Manager and department supervisor to determine whether he shall be granted permanent status or dismissed.

## **ARTICLE 23 & C23 - FULLY BARGAINED PROVISIONS**

A. This AGREEMENT represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been subject of negotiations.

B. While neither party shall be required to negotiate or reopen any matter that is or could have been included herein during the term of this AGREEMENT, the parties may, by mutual consent set forth in writing, discuss and revise the Range and Step Guide, attached hereto as Schedule A. Any such revision that may be proposed shall have no effect unless it is ratified by both parties in the same manner by which this AGREEMENT has been ratified. The intent and purpose of this paragraph is to give the parties opportunity to review and revise salary ranges and steps to keep them competitive and current.

## **ARTICLE 24 & C24 - TERM & RENEWAL**

This AGREEMENT shall be in full force and effect as of January 1, 1992, and shall remain in effect to and including December 31, 1994, without any reopening date. This AGREEMENT shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice in writing according to P.E.R.C. recommendations (Each party shall give to the other whatever notices may be required under N.J.A.C. 19:12-2.1 - 19:12-3.1 - 19:12-4.1).

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Cape May, New Jersey on this 15th day of September 1992.

**DISTRICT 65  
UNITED AUTO WORKERS  
AFL-CIO**

**CITY OF CAPE MAY  
Cape May County, N.J.**

By: Andrew Abou

By: Robert W. Ewell, Jr.

Attest: Ben N. Mathew

Attest: Patricia A. Sires, Deputy City Clerk

Date: Oct 5, 1992

Date: 9/15/92

(FC- 9/15/92)

Mary Gay Carter  
Linda S. Dutra  
Ann Hawthorne

**INDEX OF AGREEMENT**  
**Between**  
**DISTRICT 65**  
**WHITE COLLAR CLERICAL**  
**AND COMMUNICATIONS EMPLOYEES**  
**Represented by**  
**DISTRICT 65**  
**UNITED AUTO WORKERS**  
**and**  
**CITY OF CAPE MAY, NEW JERSEY**  
**January 1, 1992 through December 31, 1994**

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Appendix A

1992-1994 RANGE AND STEP GUIDE

**City of Cape May - UAW District 65**  
**1992-1994 Range and Step Guide - Schedule 'A'**

**White Collar Clerical & Communications Employees:**

<b>Titles by Range:</b>	<i>Step 1</i> <b>Start &amp; 2nd</b>	<i>Step 2</i> <b>3rd &amp; 4th</b>	<i>Step 3</i> <b>5th &amp; 6th</b>	<i>Step 4</i> <b>7th &amp; Over</b>
<i>Range 1</i>				
Clerk	\$14,000	\$14,500	\$15,500	\$16,500
Library Page	\$14,000	\$14,500	\$15,500	\$16,500
<i>Range 2</i>				
Account Clerk	\$14,000	\$15,000	\$16,000	\$17,000
Assessing Clerk	\$14,000	\$15,000	\$16,000	\$17,000
Clerk/Typist	\$14,000	\$15,000	\$16,000	\$17,000
Library Assistant	\$14,000	\$15,000	\$16,000	\$17,000
<i>Range 3</i>				
Clerk/Stenographer	\$14,500	\$15,500	\$16,500	\$17,600
Communications Operator Trainee	\$14,500	\$15,500	\$16,500	\$17,600
Police Records Clerk-Typist	\$14,500	\$15,500	\$16,500	\$17,600
Principal Clerk-Typist	\$14,500	\$15,500	\$16,500	\$17,600
Sr. Clerk	\$14,500	\$15,500	\$16,500	\$17,600
Sr. Account Clerk	\$14,500	\$15,500	\$16,500	\$17,600
Tax Clerk	\$14,500	\$15,500	\$16,500	\$17,600
<i>Range 4</i>				
Deputy Municipal Court Clerk	\$15,000	\$16,000	\$17,000	\$18,100
Public Information Assistant	\$15,000	\$16,000	\$17,000	\$18,100
Sr. Bookkeeping Machine Operator	\$15,000	\$16,000	\$17,000	\$18,100
Sr. Tax Clerk	\$15,000	\$16,000	\$17,000	\$18,100
<i>Range 5</i>				
Communications Operator	\$16,000	\$17,000	\$18,100	\$19,100
Principal Account Clerk	\$16,000	\$17,000	\$18,100	\$19,100
Principal Tax Clerk	\$16,000	\$17,000	\$18,100	\$19,100
Prin. Bookkeeping Machine Operator	\$16,000	\$17,000	\$18,100	\$19,100
Prin. Clerk/Stenographer	\$16,000	\$17,000	\$18,100	\$19,100
Secretarial Assistant	\$16,000	\$17,000	\$18,100	\$19,100
<i>Range 6</i>				
Sr. Communications Operator	\$18,100	\$19,100	\$20,100	\$22,200

(UAWSchdA920914)